**Renter’s Rights**

Tenant rights are, for the most part, under provincial jurisdiction, so you should check for the specific laws that affect tenants in your area.

The following is information on some fairly common tenants' and landlords' rights and obligations.   
  
**Below are some of your rights as a tenant:**

* Withholding rent if the landlord doesn't make repairs in a reasonable amount of time.
* Safe and sanitary premises.
* No changes in terms and conditions for the length of the lease.
* Landlord cannot enter premises without the tenant's consent, or unless an emergency exists.

**Your Responsibilities**

Before we talk about what the landlord is responsible for, let's take a look at your responsibilities:

* Paying the rent on time
* Being considerate of other tenants
* Not endangering other tenants
* Not performing illegal acts or conducting illegal business on the premises
* Keeping the premises reasonably clean
* Preventing damage to the premises
* Moving out when the rental agreement ends.

**Landlord's Responsibilities**

Renting is a two-way street. You are required to keep up your end of the bargain, but the landlord has certain responsibilities, as well. A landlord may be the owner of the residential premises, the property manager or just the person who rents out the premises.   
  
Landlord rights:

* Charging extra if rent is late (amount specified in lease agreement).
* Keeping part or all of the security deposit if you leave before the lease is up (as specified in the lease).
* Charging rent through the length of the lease even if you aren't living on the premises.
* Keeping all or part of security deposit if you damage walls, floors or fixtures, or if you make alterations that have to be fixed after you move out.

Generally speaking, landlords must:

* Obey all health and safety laws and regulations and make sure the premises are habitable (according to provincial housing-and-health-dictated standards)
* Make all repairs needed to maintain the property in good condition.
* Keep all common areas safe, clean and in good repair.
* Maintain all electrical, plumbing, heating and air conditioning fixtures and applications that the landlord provides or is required to provide.
* Provide and maintain garbage cans and provide for trash removal where there are four or more units in the building.
* Supply running water and enough hot water and heat at all times, unless there are separate heating or hot water units for each dwelling unit and the utility fees for the heating and hot water are paid directly by the tenant to a public utility company.
* Make sure the premises are available for the tenant when the rental agreement takes effect.
* Not disturb the tenant's peaceful enjoyment of the premises.
* Make sure the premises are habitable (according to provincial housing-and-health-dictated standards) at the beginning of the tenancy.
* Enter premises only at agreed-upon time to make repairs (unless there is an emergency), or to show the apartment to potential renters if you are moving out.
* Do not abuse the right to enter.
* Pay interest on deposit money.
* Collect rent.
* Maintain exterior grounds of building.

**Tenants' Associations**

There are many advantages to creating a tenants' association in your building or belonging to a larger area association. Through these organizations, you can share information and gain support. And if there's a problem, a landlord is less likely to try to do something improper if he knows there's a tenants' association in his building. It is your legal right to be a member of a tenants' association and to organize one in your building. A landlord who tries to stand in its way can face a fine for doing so.

**Prohibited Actions**

There are certain actions your landlord is not allowed to take, no matter what the situation. A landlord cannot shut off utilities, take anything that belongs to a tenant, change the locks or otherwise lock a tenant out of his apartment to force him to pay rent or leave the apartment. A landlord also cannot raise the rent or threaten eviction for taking legal action against the landlord.

**Lease Assignment**

**Use the attached lease form to answer the following questions:**

1. What utilities, if any, does the landlord pay for?

2. If you were to fall down a wet flight of stairs and break your leg while in the

apartment building, could you hold the landlord legally responsible for your

medical bills?

3. If you break any provision of the lease, what recourse does the landlord have?

4. What terms and conditions apply if you choose to stay after the lease has

expired?

5. If the landlord changes (or waives) any provision in the lease, how are the other

provisions affected?

6. If you want to let the landlord know you are moving out, what must you do?

7. Is there anything in this lease you would change?

8. Would you add any provisions to this lease?

**Lease agreement**

**1. Parties/Premises**

This Lease is made this 27th of August, 2008, by and between Alice Chan (herein referred to as “Landlord”) and Tim Baker (herein referred to as “Tenant”). Landlord hereby leases to Tenant certain real property situated in the City of Toronto, Province of Ontario, commonly known as 123 Main Street and described as Two-Bedroom Apartment (hereinafter called the “Premises”).

**2. Term**

The term of this Lease shall be for one year commencing on September 1, 2008, and ending on September 1, 2009.

**3. Rent**

Tenant shall pay to Landlord as rent for the Premises the sum of $850.00 dollars per month, on the first day of each month. Rent shall be payable without notice or demand at the address as the Landlord may designate to Tenant in writing.

**4. Utilities**

Tenant shall make all arrangements and pay for all gas, heat, light, power, telephone, and other utility services supplied to the Premises and for all connection charges.

**5. Hold Harmless**

Tenant shall hold Landlord harmless from any and all claims arising from Tenant’s use of the Premises. Except for Landlord’s wilful or grossly negligent conduct, Tenant assumes all risk of damage to property or injury to persons in or about the Premises.

**6. Default:**

If Tenant shall default and breach any covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom. The undersigned Resident(s) whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this rental agreement.

**7. Holding Over**

If Tenant, with the Landlord’s consent, remains in possession of the Premises after expiration of this Lease, such possession shall be a tenancy from month-to-month at a rental in the amount of the last month’s rent. Tenant must notify Landlord in writing at least sixty (60) days prior to evacuating the Premises, unless otherwise stated in the lease agreement. All other provisions remain the same. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof.